

1 Mohammad B. Shihabi (SBN 337819)
2 mshihabi@fordharrison.com
3 Hilda Aguilar (SBN 276459)
4 haguilar@fordharrison.com
5 Lawrence J. Geist (SBN 341079)
6 lgeist@fordharrison.com
7 FORD HARRISON LLP
8 350 South Grand Avenue, Suite 2300
9 Los Angeles, CA 90071
10 Telephone: (213) 237-2400
11 Facsimile: (213) 237-2401

7 Attorneys for Defendant,
WALMART INC.

9 Luis F. Reyes, Esq.
0 THE REYES LAW FIRM
1 41690 Ivy Street, Suite B
2 Murrieta, CA 92562
3 Telephone: (888) 812-5549
4 Fascimile: (866) 877-0311
lreyes@thereyeslaw.com
moyarzabal@thereyeslaw.com

15 Attorneys for Plaintiff,
DAVINA MARTINEZ

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DAVINA MARTINEZ,
Plaintiff

V.

WAL-MART ASSOCIATES, INC.,
a Delaware Corporation,

Defendant.

CASE NO. 5:24-cv-02375-JGB-SHK
[Assigned to the Hon. Jesus G. Bernal,
Courtroom 1]

STIPULATION PROTECTIVE ORDER

Complaint Filed: October 1, 2024
Trial Date: TBD

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation may be
2 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
3 the following Stipulated Protective Order. The parties acknowledge that this Order
4 does not confer blanket protections on all disclosures or responses to discovery and
5 that the protection it affords from public disclosure and use extends only to the
6 limited information or items that are entitled to confidential treatment under the
7 applicable legal principles. The parties further acknowledge, as set forth in Section
8 12.3, below, that this Stipulated Protective Order does not entitle them to file
9 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
10 that must be followed and the standards that will be applied when a party seeks
11 permission from the court to file material under seal.

12 **B. GOOD CAUSE STATEMENT**

13 This action is likely to involve trade secrets, customer and pricing lists and other
14 valuable research, development, commercial, financial, technical and/or proprietary
15 information for which special protection from public disclosure and from use for any
16 purpose other than prosecution of this action is warranted. Such confidential and
17 proprietary materials and information consist of, among other things, confidential business
18 or financial information, information regarding confidential business
19 practices, or other confidential research, development, or commercial information
20 (including information implicating privacy rights of third parties), information
21 otherwise generally unavailable to the public, or which may be privileged or otherwise
22 protected from disclosure under state or federal statutes, court rules, case decisions,
23 or common law.

24 Such confidential information is likely to be the subject of discovery requests
25 in this case. Among other things, the Parties anticipate that this action may involve
26 sensitive and private medical records of Plaintiff; confidential email correspondence
27 and other communications involving the operation of Walmart's stores; and
28 confidential and proprietary documents relating to Walmart's confidential business or

1 financial information, such as confidential information relating to associate
2 compensation and benefits.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the parties are entitled to keep confidential, to ensure that the
6 parties are permitted reasonable necessary uses of such material in preparation for and
7 in the conduct of trial, to address their handling at the end of the litigation, and serve
8 the ends of justice, a protective order for such information is justified in this matter.
9 It is the intent of the parties that information will not be designated as confidential for
10 tactical reasons and that nothing be so designated without a good faith belief that it
11 has been maintained in a confidential, non-public manner, and there is good cause
12 why it should not be part of the public record of this case.

13 2. DEFINITIONS

14 2.1 Action: this pending federal lawsuit entitled *Davina Martinez v.*
15 *Walmart Inc., et. al.*, 5:24-cv-02375-JGB-SHK.

16 2.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
19 it is generated, stored or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
21 Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party to this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm which
14 has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATIONS

10 Once a case proceeds to trial, all of the information that was designated as
11 confidential or maintained pursuant to this protective order becomes public and will
12 be presumptively available to all members of the public, including the press, unless
13 compelling reasons supported by specific factual findings to proceed otherwise are
14 made to the trial judge in advance of the trial. See Kamakana v. City and County of
15 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
16 showing for sealing documents produced in discovery from “compelling reasons”
17 standard when merits-related documents are part of court record). Accordingly, the
18 terms of this protective order do not extend beyond the commencement of the trial.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.
21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents, ms,
26 or communications for which protection is not warranted are not swept unjustifiably
27 within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
2 purpose (e.g., to unnecessarily encumber the case development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
18 contains protected material. If only a portion or portions of the material on a page
19 qualifies for protection, the Producing Party also must clearly identify the protected
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection need
22 not designate them for protection until after the inspecting Party has indicated which
23 documents it would like copied and produced. During the inspection and before the
24 designation, all of the material made available for inspection shall be deemed
25 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
26 copied and produced, the Producing Party must determine which documents, or
27 portions thereof, qualify for protection under this Order. Then, before producing the
28 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”

1 to each page that contains Protected Material. If only a portion or portions of the
2 material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 (b) for testimony given in depositions that the Designating Party identify
6 the Disclosure or Discovery Material on the record, before the close of the deposition
7 all protected testimony.

8 (c) for information produced in some form other than documentary and
9 for any other tangible items, that the Producing Party affix in a prominent place on
10 the exterior of the container or containers in which the information is stored the
11 legend "CONFIDENTIAL." If only a portion or portions of the information warrants
12 protection, the Producing Party, to the extent practicable, shall identify the protected
13 portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party's right to secure protection under this Order for such material.
17 Upon timely correction of a designation, the Receiving Party must make reasonable
18 efforts to assure that the material is treated in accordance with the provisions of this
19 Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court's
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on
27 the Designating Party. Frivolous challenges, and those made for an improper purpose
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived
2 or withdrawn the confidentiality designation, all parties shall continue to afford the
3 material in question the level of protection to which it is entitled under the Producing
4 Party's designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE TO PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending, or attempting to settle this Action. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the Action has been terminated, a Receiving
11 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary
21 to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the stipulated protective order submitted
4 to the court.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
15 only be filed under seal pursuant to a court order authorizing the sealing of the
16 specific Protected Material at issue. If a Party's request to file Protected Material
17 under seal is denied by the court, then the Receiving Party may file the information
18 in the public record unless otherwise instructed by the court.

19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within 60
21 days of a written request by the Designating Party, each Receiving Party must return
22 all Protected Material to the Producing Party or destroy such material. As used in this
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected
25 Material. Whether the Protected Material is returned or destroyed, the Receiving
26 Party must submit a written certification to the Producing Party (and, if not the same
27 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
28 (by category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2)affirms that the Receiving Party has not retained any copies,
2 abstracts, compilations, summaries or any other format reproducing or capturing any
3 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
4 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
6 reports, attorney work product, and consultant and expert work product, even if such
7 materials contain Protected Material. Any such archival copies that contain or
8 constitute Protected Material remain subject to this Protective Order as set forth in
9 Section 4 (DURATION).

10 14. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or monetary
12 sanctions.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14 Dated: May 22, 2025

15 Respectfully submitted,
16 FORD HARRISON LLP

17 By: /s/ Mohammad B. Shihabi
18 MOHAMMAD B. SHIHABI
19 HILDA AGUILAR
LAWRENCE GEIST
Attorney for Defendant
WALMART INC.

20 Dated: May 22, 2025

21 Respectfully submitted,
22 THE REYES LAW FIRM

23 By: /s/ Luis F. Reyes
24 LUIS F. REYES
25 Attorneys for Plaintiff
26 DAVINA MARTINEZ

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**
2

3 Dated: 06/05/2025

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10 Honorable Shashi H. Kewalramani

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, [print or type full name], of

5 _____ [print or type full address], declare under penalty of perjury

6 that I have read in its entirety and understand the Stipulated Protective Order that was

7 issued by the United States District Court for the Central District of California

8 on [date] in the case of *Davina Martinez v. Walmart Inc, et. al.*, 5:24-cv-02375-JGB-

9 SHK. I agree to comply with and to be bound by all the terms of this Stipulated

10 Protective Order and I understand and acknowledge that failure to so comply could

11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise

12 that I will not disclose in any manner any information or item that is subject to this

13 Stipulated Protective Order to any person or entity except in strict compliance with

14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for

16 the Central District of California for the purpose of enforcing the terms of this

17 Stipulated Protective Order, even if such enforcement proceedings occur after

18 termination of this action. I hereby appoint _____ [print

19 or type full name] of _____ [print or type

20 full address and telephone number] as my California agent for service of process in

21 connection with this action or any proceedings related to enforcement of this

22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

26 Printed name:

27 Signature:

1 **ATTESTATION CLAUSE**
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3 I, Mohammad B. Shihabi, and the ECF user whose ID and password are being
4 used to file this Stipulation Re: Entry of Protective Order, in compliance with Civil
5 Local Rule 5-4.3.4 (a)(2)(i), hereby attest that Attorney for Plaintiff, Luis F. Reyes
6 of The Reyes Law Firm, concurred with this filing.
7

8 DATED: May 22, 2025

9 FORD HARRISON LLP

10 By: /s/ Mohammad B. Shihabi
11 MOHAMMAD B. SHIHABI

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CERTIFICATE OF SERVICE

I, Derek Cruz, declare that I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071. On **May 22, 2025**, I served a copy of the within document(s):

**STIPULATION RE: ENTRY OF PROTECTIVE ORDER;
[PROPOSED] ORDER**

ELECTRONICALLY: I caused a true and correct copy thereof to be electronically filed using the Court's Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I electronically served the documents on the date shown below to the e-mail addresses of the person listed above. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

Luis F. Reyes, Esq.
THE REYES LAW FIRM
41690 Ivy Street, Suite B
Murrieta, CA 92562
Telephone: (888) 812-5549
Fascimile: (866) 877-0311
lreyes@thereyeslaw.com

Attorneys for Plaintiff,
DAVINA MARTINEZ

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 22, 2025, at Los Angeles, California.

Derek Cruz